

UNITED STATES BANKRUPTCY COURT District of Delaware, Wilmington Division		PROOF OF CLAIM
Name of Debtor: QUANTUM FOODS, LLC	Case Number: 14-10318-KJC	E-Filed on 11/04/2014 Claim # 278
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Apple American Group, LLC		COURT USE ONLY
Name and address where notices should be sent: Apple American Group, LLC Attn: Beth Aney, Esq. Apple American Group, LLC 225 Bush Street, Ste. 1800, San Francisco California 94104 Telephone number: (415) 912-1152 email: baney@appleamerican.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Tim Melhus Apple American Group, LLC 6200 Oak Tree Blvd., #250, Independence Ohio 44131 Telephone number: (216) 525-2715 email: tmelhus@appleamerican.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>5,738.86</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.		
<input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>contractual indemnity</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: <u>Centralized Supply</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). Amount entitled to Administrative Expense under 11 U.S.C. §503(b)(9) \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Beth Aney

Title: Counsel

Company: Apple American Group, LLC

Address and telephone number (if different from notice address above):

Beth Aney

11/04/2014

(Signature)

(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Attachment 1 - Attorney Fees.pdf

Description - Attorney Fees

NORCHI FORBES LLC

Commerce Park IV
23240 Chagrin Boulevard, Suite 210
Cleveland, OH 44122

Telephone: 216-514-9500
Facsimile: 216-514-4304
Tax ID No. 55-0793946

*Due to pay
\$390.06
EM
4/6/14*

April 30, 2014

Beth Aney
Apple American Group LLC
225 Bush Street, 18th Floor
San Francisco, CA 94104

Invoice # 16803

In Reference To: Angelucci v. Apple American Group
ESIS Claim No. 56975170084777
Firm File Number: 175.0011

Professional Services

			<u>Hours</u>	<u>Amount</u>
3/3/2014	SJF	Draft answer to complaint.	0.30	60.00
3/5/2014	SJF	Exchange of emails with Mr. Stevens regarding answer, discovery and tender of defense to co-defendant Quantum.	0.30	60.00
	SJF	Prepare initial discovery requests.	0.30	0.06
3/10/2014	SJF	Telephone conference with Mr. Traska regarding leave to plead.	0.10	20.00
	HML	Prepare Stipulation for Leave to Plead.	0.10	10.00
	SJF	Phone conference with Mr. Traska regarding plaintiff's claims and potential resolution.	0.30	60.00
	SJF	Exchange of emails with Mr. Stevens regarding answer.	0.10	20.00
	SJF	Phone conference with Ms. Aney regarding answer.	0.10	20.00
	SJF	Review leave to plead.	0.10	20.00
	SJF	Email to Mr. Traska regarding settlement.	0.10	20.00
3/14/2014	SJF	Email exchange with Mr. Stevens regarding potential tender of defense to Quantum Foods.	0.10	20.00
	SJF	Review indemnity provision in contract between Quantum Foods and Centralized Supply Chain Services.	0.10	20.00
	SJF	Prepare budget.	0.10	20.00
4/3/2014	SJF	Phone conference with Ms. Aney regarding status of case.	0.20	40.00
For professional services rendered			<u>2.30</u>	<u>\$390.06</u>

Additional Charges :

	<u>Qty</u>	<u>Amount</u>
3/31/2014 Photocopies [51 copies @ \$.10 per page].	51	5.10
4/30/2014 Photocopies [18 copies @ \$.10 per page].	18	1.80
Total costs		<u>\$6.90</u>
Total amount of this bill		<u>\$396.96</u>
Previous balance		\$182.90
3/29/2014 Payment - Thank You. Check No. FA74553983		<u>(\$182.90)</u>
Total payments and adjustments		<u>(\$182.90)</u>
Balance due		<u><u>\$396.96</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven J. Forbes	1.90	200.00	\$380.00
Steven J. Forbes	0.30	0.20	\$0.06
Heidi M. Lanesky-Snyder	0.10	100.00	\$10.00

NORCHI FORBES LLC

Commerce Park IV
23240 Chagrin Boulevard, Suite 210
Cleveland, OH 44122

Telephone: 216-514-9500
Facsimile: 216-514-4304
Tax ID No. 55-0793946

*ok to pay
\$730.00
[Signature]
8/6/14*

June 30, 2014

Beth Aney
Apple American Group LLC
225 Bush Street, 18th Floor
San Francisco, CA 94104

Invoice # 16837

In Reference To: Angelucci v. Apple American Group
ESIS Claim No. 56975170084777
Firm File Number: 175.0011

Professional Services

	<u>Hours</u>	<u>Amount</u>
6/9/2014 SDL Review complete file contents in preparation for lawsuit initial evaluation and report.	0.80	140.00
6/11/2014 SDL Prepare initial client evaluation and analysis and budget.	1.10	192.50
6/13/2014 SJF Review, revise and finalize initial report and budget.	0.20	40.00
SJF Email to Mr. Stevens regarding settlement discussions and initial reporting.	0.10	20.00
6/16/2014 SJF Receipt and brief review of Plaintiff's initial discovery requests.	0.20	40.00
6/18/2014 SDL Prepare Defendant's First Set of Interrogatories and Request for Production of Documents.	0.90	157.50
SJF Review correspondence from Mr. Traska regarding settlement.	0.10	20.00
SJF Phone conference with Ms. Aney regarding same.	0.10	20.00
SJF Email to Mr. Stevens regarding settlement and status of case.	0.10	20.00
SJF Email to Mr. Intfen regarding preliminary report and status of case including settlement offer.	0.10	20.00
SJF Email to Mr. Traska regarding settlement.	0.10	20.00
6/20/2014 SJF Phone conference with Mr. Traska regarding status of case and discovery.	0.20	40.00
For professional services rendered	<u>4.00</u>	<u>\$730.00</u>
Additional Charges :		
	<u>Qty</u>	
6/30/2014 Photocopies [60 copies @ \$.10 per page].	60	6.00

	<u>Amount</u>
Total costs	\$6.00
Total amount of this bill	\$736.00
Previous balance	\$396.96
6/10/2014 Payment - Thank You. Check No. FA74556557	(\$396.96)
Total payments and adjustments	(\$396.96)
Balance due	\$736.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven J. Forbes	1.20	200.00	\$240.00
Sean D. Lee	2.80	175.00	\$490.00

NORCHI FORBES LLC

Commerce Park IV
23240 Chagrin Boulevard, Suite 210
Cleveland, OH 44122

Telephone: 216-514-9500
Facsimile: 216-514-4304
Tax ID No. 55-0793946

*ok to pay
\$925.00*

*MA
Aney*

July 31, 2014

Beth Aney
Apple American Group LLC
225 Bush Street, 18th Floor
San Francisco, CA 94104

Invoice # 16855

In Reference To: Angelucci v. Apple American Group
ESIS Claim No. 56975170084777
Firm File Number: 175.0011

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/1/2014	SJF	Review of discovery requests.	0.20 40.00
	SJF	Review court order setting case management conference.	0.10 20.00
	SJF	Letter to Mr. Stevens regarding same.	0.10 20.00
7/3/2014	SDL	Draft letter to Quantum Foods, LLC to tender defense.	0.50 87.50
	SJF	Complete discovery requests.	0.20 40.00
	SJF	Correspondence to Mr. Stevens regarding Case Management Conference.	0.10 20.00
	SJF	Telephone conference with Mr. Traska regarding discovery and settlement.	0.20 40.00
7/15/2014	SDL	Draft responses to Plaintiff's First Request for Admissions.	0.20 35.00
	SDL	Draft responses to Plaintiff's First Set of Interrogatories	0.40 70.00
	SDL	Draft responses to Plaintiff's First Request for Production of Documents.	0.30 52.50
7/18/2014	HML	Draft Stipulation for Leave to Plead and Journal Entry regarding discovery responses.	0.10 10.00
	SJF	Email to Mr. Traska regarding status of case and discovery.	0.10 20.00
	SJF	Email exchange with Ms. Aney regarding tender of defense to Quantum Foods and status of case.	0.10 20.00
	SJF	Review and revise discovery responses.	0.20 40.00
7/22/2014	SJF	Phone conference with Mr. Traska regarding settlement.	0.20 40.00
	SJF	Email to Ms. Aney regarding plaintiff's settlement position.	0.10 20.00

	<u>Hours</u>	<u>Amount</u>
7/22/2014 SJF Review email from Mr. Traska with revised settlement demand.	0.10	20.00
7/24/2014 SDL Travel to/from Lake County court for Case Management Conference (travel charged at one-half time).	1.00	175.00
SDL Appear for and attend Case Management Conference.	0.60	105.00
7/28/2014 SJF Email exchange with Ms. Aney regarding status conference.	0.10	20.00
SJF Review claim file to determine contact for Liberty Mutual Insurance.	0.10	20.00
For professional services rendered	<u>5.00</u>	<u>\$915.00</u>
Additional Charges :		
	<u>Qty</u>	
7/31/2014 Photocopies [80 copies @ \$.10 per page].	80	8.00
Total costs		<u>\$8.00</u>
Total amount of this bill		<u>\$923.00</u>
Previous balance		\$736.00
8/11/2014 Payment - Thank You. Check No. FA74558756		<u>(\$736.00)</u>
Total payments and adjustments		<u>(\$736.00)</u>
Balance due		<u><u>\$923.00</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven J. Forbes	1.90	200.00	\$380.00
Sean D. Lee	3.00	175.00	\$525.00
Heidi M. Lanesky-Snyder	0.10	100.00	\$10.00

NORCHI FORBES LLC

Commerce Park IV
23240 Chagrin Boulevard, Suite 210
Cleveland, OH 44122

Telephone: 216-514-9500
Facsimile: 216-514-4304
Tax ID No. 55-0793946

*Ok to pay
\$ 182.90
M*

February 28, 2014

Heather Denney
ESIS Chicago AGL
P.O. Box 31090
Tampa, FL 33631

Invoice # 16753

In Reference To: Angelucci v. Apple American Group
ESIS Claim No. 56975170084777
Firm File Number: 175.0011

Professional Services

	<u>Hours</u>	<u>Amount</u>
2/10/2014 SJF Review complaint.	0.10	20.00
SJF Email exchange with Ms. Denney regarding acceptance of case.	0.10	20.00
2/11/2014 SJF Exchange of emails with Mr. Stevens regarding acceptance of case and potential statute of limitations defense.	0.10	20.00
SJF Review case law regarding statute of limitations where statute runs on weekend.	0.10	20.00
SJF Conference with Mr. Stevens regarding same.	0.10	20.00
SJF Review case file provided by Mr. Stevens.	0.20	40.00
2/12/2014 SJF Correspondence to Ms. Denney regarding acceptance of new assignment.	0.10	20.00
2/14/2014 SJF Exchange of emails with Ms. Denney regarding tender of defense to Quantum Foods.	0.10	20.00
For professional services rendered	<u>0.90</u>	<u>\$180.00</u>
Additional Charges :		
	<u>Qty</u>	
2/28/2014 Photocopy costs [29 @ 0.10 per copy].	29	2.90
Total costs		<u>\$2.90</u>
Total amount of this bill		<u>\$182.90</u>
Balance due		<u><u>\$182.90</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven J. Forbes	0.90	200.00	\$180.00

Attachment 2 - Complaint.pdf

Description - Complaint

FILED

2014 FEB -31 P 2: 07
WALTER G. KELLY
LAKE CO. CLERK OF COURT

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

MICHAEL ANGELUCCI)
6330 Auburn Road)
Concord, Ohio 44077)

Plaintiff,)

vs.)

APPLEBEE'S INC.)
c/o Applebee's Store 489)
9174 Mentor Avenue)
Mentor, Ohio 44060)

and)

QUANTUM ROSA MYSTICA)
ENTERPRISES, LLC)
c/o Applebee's Store 489)
9174 Mentor Avenue)
Mentor, Ohio 44060)

and)

JOHN DOE CORP.)
Address Unknown)

Defendants.)

14CV000260
JOSEPH GIBSON

**COMPLAINT:
PERSONAL INJURY, VIOLATION OF
PURE FOOD & DRUG ACT,
VIOLATION OF CONSUMER
SALES PROTECTION ACT**

JURY DEMAND ENDORSED

Comes now the Plaintiff, Michael Angelucci, by and through undersigned
Counsel, and hereby states this action for personal injuries, negligence per se, and
Consumer Protection violations against the Defendants:

Facts Common to All Claims

1. Plaintiff Michael Angelucci is a natural person who resides in the City of Concord, Ohio.
2. Applebee's, Inc. is a corporation headquartered in Kansas City, Missouri, that franchises Applebee's restaurants in several states, including Ohio.
3. Applebee's Store 489 is an Applebee's franchise that does business, or at the time of the incident described herein, did business at 9174 Mentor Avenue, in the City of Mentor, Lake County, Ohio.
4. Defendant Quantum Rosa Mystica, LLC is an entity that, upon information and belief, is responsible for the ownership or management of Applebee's Store 489.
5. The relationship between Quantum Rosa Mystica, LLC and Applebee's, Inc., is known only to the Defendants at this time.
6. On May 23, 2012, Counsel for the Plaintiff sent a written request to the Management of store 489, at the address stated above, asking, among other things, for the name of the franchise owner, and any agreement between the franchisor and franchisee.
7. Neither Defendant provided the information requested as to a franchise agreement, or the identity of additional parties.
8. Defendant John Doe Corp. is or may be another entity responsible for the ownership, management, or other conduct responsible for the Plaintiff's injuries, but whose identity the named Defendants have not disclosed to the Plaintiff. Upon information and belief, any such unknown entity has received notice of the Plaintiff's claim through the named Defendants, and will not be prejudiced in maintaining its defense.
9. On or about February 2, 2012, the Plaintiff Michael Angelucci was a customer and was having a steak dinner at Applebee's store 489, at the above stated address.
10. The Plaintiff sustained a cracked tooth when he bit into an unknown object in his steak. The Plaintiff experienced intense and immediate pain, and continues to experience pain to this day.
11. The Plaintiff has kept possession of the foreign object.
12. The Plaintiff did not anticipate, and could not have anticipated, the presence of the foreign object in the food served to him at Applebee's Store 489.
13. As a direct and proximate result of the incident above, the Plaintiff has experienced severe pain, and permanent injury to one or more teeth, requiring care and treatment in the past, and the future.

COUNT I-NEGLIGENCE PER SE

14. Plaintiff restates and incorporates by reference all statements above as if fully restated here.
15. Under Ohio's Pure Food and Drug Act, the Defendants have a statutorily prescribed duty to ensure that the food they serve may be consumed without risk of injury.
16. The Defendants' failure to bring to table a product that was safe to consume, free of foreign objects, is negligence per se.
17. Even apart from the Pure Food and Drug Act, Defendants would have a common law duty sounding in ordinary negligence and implied warranty to ensure that the food products they serve may be consumed without risk of injury.
18. The duties prescribed by Ohio's Pure Food and Drug Act establish conclusively that the Defendants' failures to bring a product that was safe to consume to the Plaintiff's table is negligence per se; Plaintiff therefore has no burden to further demonstrate Defendants' duties, or any further proof of breach.
19. In the alternative, Defendants are liable to the Plaintiff for ordinary negligence, breach of contract, and breach of implied warranty with respect to the foreign object in the Plaintiff's food.
20. Defendants' breaches are the sole proximate cause of the Plaintiffs' continuing injuries.

COUNT II – CSPA VIOLATIONS

21. Plaintiff restates and incorporates by reference all statements above as if fully restated here.
22. Defendants' failure to serve food fit for consumption is also a violation of Ohio's Consumer Sales Protection Act.
23. Because Defendants' failure to serve food fit for consumption is a violation of one or more statutory prohibitions, Defendants' failures are also prohibited under the CSPA.
24. Defendants' violations give rise to statutory penalties in addition to the Plaintiff's actual damages.
25. Defendants' violations give rise to liability to pay the costs of this action, and for the the attorney fees incurred by the Plaintiff in the prosecution of these claims.

WHEREFORE, the Plaintiff requests judgment on all counts, against all Defendants jointly and severally, in an amount that exceeds twenty-five thousand dollars. Plaintiff prays further that this Court award an amount sufficient to make the Plaintiff whole for his actual damages, and further all penalties prescribed by Ohio's Consumer Sales Protection Act, including the costs of this action, attorney fees, and all other relief which may be adjudged to be appropriate.

JURY DEMAND

The Plaintiff requests trial by Jury on all counts and issues so triable.

Respectfully submitted,



PETER D. TRASKA (#0079036)

Traska Law Firm, LLC
4352 Pearl Road, Suite A
Cleveland, OH 44109

Tel: 216-282-4738

Fax: 216-342-7078

Email: pitraska@traskalawfirm.com

Attachment 3 - Indemnity Clause.pdf

Description - Indemnity Clause



March 14, 2014

Ms. Karen Williams
Apple American Group
6200 Oak Tree Blvd., Suite 250
Independence, OH 44131

Dear Karen:

As Chief Administrative Officer of Centralized Supply Chain Services, I hereby certify that the Supplier Services Agreement between Centralized Supply Chain Services and Quantum Foods for which Apple American Group is identified as a Third Party Beneficiary, contains Indemnification Language substantially similar to the following:

31. Indemnification. Supplier hereby agrees to defend, indemnify and hold harmless the Co-op, its Selected Buyers, and the Servicers, as well as each of their respective franchisees, officers, directors, licensees, consignees, agents, employees, representatives, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, claims, suits, losses, damages, obligations, liabilities and/or expenses (including reasonable attorneys' fees) of every kind whatsoever which may arise in whole or in part, directly or indirectly, from or be connected with (a) the breach of any warranty, express or implied, and/or any accident, occurrence, injury to persons or property which may occur before or after acceptance of the Products by any of them which shall arise from, be caused by, or be connected with, in whole or in part, directly or indirectly, the preparation, processing, manufacture, completion, delivery, operation, consumption and/or use of the Products, and/or (b) the breach of any covenant or agreement of Supplier contained in this Agreement. Such defense and indemnity shall include, without limitation, any claim that an Indemnified Party is liable for damage, injury, loss, cost or expense resulting from its or their design, approval, or use of the Products (including, but not limited to, any cost or expense relating to warranty or other claims relating to Products purchased by the Co-op or any Selected Buyer). Notwithstanding the foregoing, Supplier does not agree to defend, indemnify, or hold harmless a particular Indemnified Party for any claim, suit, loss, damage, liability or expense to the extent arising from the negligence or willful misconduct of the Indemnified Party in the operation, consumption, use or sale (but not the acceptance or approval) of the Products. If Supplier fails promptly to assume or at any time to vigorously defend any action, claim, suit or proceeding relating to the foregoing indemnities, then the Indemnified Party or other affected parties as appropriate, and their respective successors in interest and assignees, may, but are not obligated to, defend the action in the manner it or they reasonably deem appropriate, and Supplier shall pay to the appropriate party any reasonable amount incurred, which shall include, for this purpose, any settlement incurred or agreed to by the Indemnified Party as well as all reasonable legal fees and costs incurred. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Sincerely,

Dustin Pittman
Chief Administrative Officer

Attachment 4 - Settlement.pdf

Description - Confirmation of Settlement and Amount

baney@appleamerican.com

From: baney@appleamerican.com
Sent: Friday, September 12, 2014 11:22 AM
To: 'Steve Forbes'
Cc: 'Brad Stevens (bstevens@appleamerican.com)'; 'Intfen, Timothy'
Subject: RE: Angelucci ESIS Claim No. 56975170084777

Thanks!

Beth Aney

Counsel

Apple American Group LLC

225 Bush Street, 18th Floor

San Francisco, CA 94104

Tel: (415) 912-1152

E-Mail: baney@appleamerican.com

From: Steve Forbes [mailto:sforbes@norchilaw.com]
Sent: Friday, September 12, 2014 11:14 AM
To: Beth Aney, Esq. (baney@appleamerican.com)
Cc: Brad Stevens (bstevens@appleamerican.com); Intfen, Timothy
Subject: FW: Angelucci ESIS Claim No. 56975170084777

Beth,

See email below. Now this one should be done.

Regards,

Steve

From: Steve Forbes
Sent: Friday, September 12, 2014 2:08 PM
To: 'peter traska'
Subject: Angelucci

Peter,

Apple American agrees to settle Mr. Angelucci's claim for \$3,500. I will provide a proposed dismissal entry and settlement agreement. Please let me know how you want the settlement check addressed and provide a w-9 for your firm and Mr. Angelucci's social security number.

Regards,

Steve

Steven J. Forbes, Esq.
Norchi Forbes LLC
Commerce Park IV

23240 Chagrin Boulevard, Suite 210
Cleveland, Ohio 44122
Telephone: (216) 514-9500 x233

Confidentiality Notice: This email message, and any attachments that it may contain, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact sender by reply email and destroy all copies of the original message.

Attachment 5 - Tender Letter #1.pdf

Description - Tender Letter to Quantum Foods



STEVEN J. FORBES
sforbes@norchilaw.com

July 7, 2014

VIA ELECTRONIC AND FIRST CLASS U.S. MAIL

Mr. Frank Suss (fsuss@quantumfoods.com)
Quantum Foods, LLC
750 South Schmidt Road
Bolingbrook, IL 60440

**RE: Michael Angelucci v. Applebee's (Apple American Group)
Lake County Court of Common Pleas, Case No. 14CV00260
ESIS Claim No. 56975170084777**

Dear Mr. Suss:

On February 2, 2012, customer Michael Angelucci was dining at Applebee's Store 489 in Mentor, Ohio, when he injured his tooth after biting into a bone fragment in his steak.

Around July 23, 2012, pursuant to an indemnification agreement between Quantum Foods and Centralized Supply Chain Services, Apple American (as a third-party beneficiary of the agreement) submitted a claim to Quantum. Quantum forwarded the claim to its carrier, Liberty Mutual, who assigned it accident number P 413-164271. After several months of investigation and discussions with Mr. Angelucci, Liberty closed its file on June 10, 2013, because of lack of response from Mr. Angelucci.

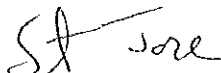
On February 3, 2014, Mr. Angelucci filed a complaint in the Court of Common Pleas, Lake County, Ohio (Case No. CV 14CV000260). We filed an answer on behalf of Apple American on April 10, 2014.

At this time, Apple American is tendering this lawsuit to you in order that Quantum may continue to indemnify and defend Apple American. Please indicate your acceptance of the indemnification and defense of this lawsuit in writing to us by signing below and emailing the same to me at sforbes@norchilaw.com within seven (7) days. It is our position that Applebee's has no responsibility or liability for this incident and should be dismissed from the lawsuit. Additionally, please send us copies of your general liability and umbrella policies, for our file concerning this matter.

July 7, 2014
Page 2

Please provide confirmation that counsel has been retained on Applebee's behalf within seven (7) days.

Very truly yours,


Steven J. Forbes

Mr. Steven Forbes:

I accept the indemnification and defense of this lawsuit for Apple American Group LLC /
Apple Ohio LLC.

By: _____

Title: _____

Date: _____

SJF/hms
Enclosure
175.0011

Attachment 6 - Tender Letter #2.pdf

Description - Tender Letter to Quantum Foods' Insurance Carrier



STEVEN J. FORBES
sforbes@norchilaw.com

August 25, 2014

VIA CERTIFIED AND ELECTRONIC MAIL

Mr. Brian Parker
Liberty Mutual Insurance
2815 Forbs Ave., Suite 200
Hoffman Estates, IL 60192
BrianA.Parker@libertymutual.com

RE: **Michael Angelucci v. Applebee's (Apple American Group)**
Lake County Court of Common Pleas, Case No. 14CV00260
ESIS Claim No. 56975170084777

Dear Mr. Parker:

On February 2, 2012, Michael Angelucci was dining at Applebee's Store 489 in Mentor, Ohio, when he injured his tooth after biting into a bone fragment in his steak.

Around July 23, 2012, pursuant to an indemnification agreement between Quantum Foods and Centralized Supply Chain Services, Apple American (as a third-party beneficiary of the agreement) submitted a claim to Quantum. Quantum forwarded the claim to Liberty Mutual, where it was assigned accident number P 413-164271. After months of investigation and discussions with Mr. Angelucci, Liberty closed its file on June 10, 2013, because of lack of response from Mr. Angelucci.

On February 3, 2014, Mr. Angelucci filed a complaint in the Court of Common Pleas, Lake County, Ohio (Case No. CV 14CV000260). We filed an answer on behalf of Apple American on April 10, 2014.

At this time, Apple American is tendering this lawsuit to Liberty Mutual for continued defense and indemnification of Apple American. Please indicate your acceptance of the defense and indemnification of this lawsuit in writing to us by signing below and emailing the same to me at sforbes@norchilaw.com within seven (7) days. It is our position that Apple American has no responsibility or liability for this incident and should be dismissed from the lawsuit. Additionally, please send us copies of your general liability and umbrella policies, for our file concerning this matter.

August 25, 2014
Page 2

Please provide confirmation that counsel has been retained on Apple American's behalf within seven (7) days.

Very truly yours,



Steven J. Forbes

Mr. Steven Forbes:

I accept the indemnification and defense of this lawsuit for Apple American Group LLC / Apple Ohio LLC.

By: _____

Title: _____

Date: _____

SJF/hms

175.0011